

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

)
) **Chapter 11**
)

**MET-COIL SYSTEMS, LLC (f/k/a
MET-COIL SYSTEMS CORPORATION),**)

) **Case No. 03-12676 (MFW)**
)
)

)
) **Debtor.**
)
_____)

SETTLEMENT AGREEMENT

This Settlement Agreement is by and between Met-Coil Systems, LLC (f/k/a Met-Coil Systems Corporation), including its divisions The Lockformer Company and Iowa Precision Industries, and the United States of America.

WHEREAS, on or about August 26, 2003 (the "Petition Date"), Met-Coil filed a petition for reorganization under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101, et seq., as amended (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, the Debtor owns and operates the Lockformer facility located in Lisle, Illinois;

WHEREAS, Met-Coil Systems Corporation was a wholly-owned subsidiary of Formtek, Inc. ("Formtek"), itself a wholly-owned subsidiary of Mestek, Inc. ("Mestek");

WHEREAS, on January 19, 2001, the State of Illinois brought an action against Met-Coil for recovery of the State's response and investigatory costs, remediation of the Lockformer Site,

an Order requiring Met-Coil to pay the cost of connecting certain households to public water supplies, and civil penalties.

WHEREAS, on March 13, 2001, Illinois EPA referred the Lockformer Site to the United States Environmental Protection Agency for a time-critical removal action to address alleged source areas at the Lockformer Site on an expedited basis, while Illinois EPA retained responsibility for addressing alleged off-site groundwater contamination;

WHEREAS, on October 4, 2001, U.S. EPA issued Unilateral Administrative Order No. V-W-'02-665 to the Debtor, directing it to conduct certain removal activities at the Lockformer Site, including investigating the extent of contamination at the Lockformer Site and removing, treating, and properly disposing hazardous substances and contaminated material;

WHEREAS, the United States contends that the Debtor is liable for response costs incurred and to be incurred by the United States in the course of responding to releases and threats of releases of hazardous substances into the environment at the Lockformer Site;

WHEREAS, in February 2004, the United States, on behalf of U.S. EPA, filed a Proof of Claim and asserted claims or rights against the Debtor pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., for unreimbursed environmental response costs incurred by the United States at the Lockformer Site;

WHEREAS, the EPA Claim was asserted as a general unsecured claim for pre-petition costs;

WHEREAS, the Debtor filed an objection to the EPA Claim, which was opposed by the United States, and is pending before the Bankruptcy Court;

WHEREAS, subsequent to the Debtor's petitioning for relief under the Bankruptcy Code, the United States has continued to incur response costs relating to the Lockformer Site and asserts that such post-petition environmental response costs should be addressed as an Administrative Claim;

WHEREAS, on June 22, 2004, the Debtor filed with the Bankruptcy Court the Fourth Amended Chapter 11 Plan of Reorganization Proposed by Met-Coil Systems Corporation and Mestek, Inc., pursuant to which Mestek is a co-proponent of the Plan of Reorganization and the Winning Plan Sponsor;

WHEREAS, Sections 7.03(b)(2)(H), 7.17(a), and 12.01(a) of the Plan state that the Reorganized Debtor shall complete the remediation of the Lockformer Site;

WHEREAS, Sections 7.07, 7.19, and 8.02 of the Plan state that nothing in the Plan shall "be construed to release, nullify, or enjoin the enforcement of any liability to the United States, the State of Illinois, or the State of Iowa under Environmental Laws that the Reorganized Debtor (or any lessee, buyer, successor or assign thereof) would be subject to as the owner or operator of property after Confirmation";

WHEREAS, Section 12.01(c) of the Plan states that nothing in the Plan shall "release, discharge, or preclude any Claim of the United States, the State of Illinois, or the State of Iowa arising under Environmental Laws that has not arisen as of the Effective Date or any equitable remedies of the United States, the State of Illinois, or the State of Iowa arising under Environmental Laws that are not within the definition of Claim as set forth in section 101(5) of the Bankruptcy Code";

WHEREAS, on July 26, 2004, the DuPage County Court (as defined in the Plan) entered an order approving the Consent Order Among Plaintiffs, Met-Coil Systems Corporation and Mestek, as may be amended from time to time, relating to the remediation of the Lockformer Site and certain off-site areas as defined therein;

WHEREAS, on August 16, 2004, the Bankruptcy Court issued an order confirming the Plan of Reorganization;

WHEREAS, the parties hereto, without admission of liability by any party, desire to settle, compromise and resolve the EPA Claim, EPA Administrative Claim, and Objection in accordance with the terms of this Settlement Agreement;

WHEREAS, settlement of the matters governed by this Settlement Agreement is in the public interest and an appropriate means of resolving these matters;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration receipt of which is hereby acknowledged;

IT IS HEREBY STIPULATED and agreed to by and among the parties hereto, subject to approval by the Bankruptcy Court and the provisions of Paragraphs 19 and 20, as follows:

DEFINITIONS

1. In this Agreement, the following terms shall have the following meanings:
 - A. "Administrative Claim" shall have the meaning set forth in the Plan of Reorganization.
 - B. "CERCLA" refers to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq.

- C. “Debtor” or “Met-Coil” shall mean Met-Coil Systems, LLC (f/k/a Met-Coil Systems Corporation), including its divisions The Lockformer Company and Iowa Precision Industries, and its predecessor Met-Coil Systems Corporation.
- D. “EPA Claim” shall mean the General Unsecured Claim asserted by the United States on behalf of U.S. EPA in its Proof of Claim for pre-petition response costs incurred by the United States at the Lockformer Site.
- E. “EPA Administrative Claim” shall mean the Administrative Claim asserted by the United States on behalf of U.S. EPA for post-petition response costs incurred by the United States at the Lockformer Site.
- F. “Effective Date” shall have the meaning set forth in the Plan of Reorganization.
- G. “General Unsecured Claim” shall have the meaning set forth in the Plan of Reorganization.
- H. “Lockformer Site” shall mean the industrial plant and associated office space and land located at 711 Ogden Avenue in the Village of Lisle, Illinois, and all suitable areas in very close proximity thereto necessary for implementation of the response action required by the UAO.
- I. “Lockformer Off-Site Areas” shall mean the areas in the general vicinity of the Lockformer Site, but not including the Lockformer Site itself.
- J. “Objection” shall mean the objection filed by Debtor regarding the EPA Claim as part of the Debtor’s Sixth Omnibus Objection (Substantive) to

Certain Claims Pursuant to Section 502 of the Bankruptcy Code, Rule 3007 of the Federal Rules of Bankruptcy Procedure, and Rule 3007-1 of the Local Rules of Bankruptcy Procedure.

- K. "Plan of Reorganization" or "Plan" shall mean the Fourth Amended Chapter 11 Plan of Reorganization Proposed by Met-Coil Systems Corporation and Mestek, Inc., as Co-Proponents as confirmed by the Bankruptcy Court.
- L. "Settlement Effective Date" shall mean the date on which this Settlement Agreement is approved by the Bankruptcy Court in accordance with Paragraphs 19 and 20 herein.
- M. "UAO" shall mean Unilateral Administrative Order No. V-W-'02-665 issued by U.S. EPA to Lockformer and Met-Coil on October 4, 2001.
- N. "United States" shall mean the United States of America, including U.S. EPA, and all of the United States' agencies, departments and instrumentalities.
- O. "U.S. EPA" shall mean the United States Environmental Protection Agency or any legal successor thereto.

JURISDICTION

2. The Bankruptcy Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334, and 42 U.S.C. §§ 9607 and 9613(b). No party to this Settlement Agreement shall challenge the terms of this Settlement Agreement or the Bankruptcy Court's jurisdiction to enter and enforce this Settlement Agreement.

ALLOWANCE OF CLAIMS

3. The EPA Claim shall be an allowed General Unsecured Claim in the amount of \$415,000, which shall be paid as a Class 4.3 General Unsecured Claim in the amount of \$290,500. Payment shall be made at the same time as other allowed Class 4.3 General Unsecured Claims are paid or within thirty days of the Settlement Effective Date, without discrimination, in accordance with the terms of the Debtor's Plan of Reorganization. The United States will be deemed to have withdrawn the EPA Claim for any amount in excess of \$415,000.

4. The EPA Administrative Claim shall be an allowed Administrative Claim in the amount of \$120,000, which shall be paid as an Administrative Claim at the same time as other allowed Administrative Claims are paid, without discrimination, in accordance with the terms of the Debtor's Plan of Reorganization. Neither U.S. EPA nor the United States on behalf of U.S. EPA shall receive an allowed Administrative Claim in excess of \$120,000 nor shall they file or otherwise assert an Administrative Claim in excess of \$120,000.

5. Neither the EPA Claim nor the EPA Administrative Claim allowed in this Settlement Agreement shall constitute or be construed as a forfeiture, fine or penalty (or payment in lieu thereof), and nothing herein is intended or shall be construed as an admission by the Debtor of any facts or any violation of law. Notwithstanding the foregoing, Debtor agrees to comply with all terms of this Settlement Agreement upon the Settlement Effective Date.

6. Payment on the EPA Claim and the EPA Administrative Claim shall be made by check(s) made payable to the "Hazardous Substance Superfund," to the following address:

U.S. Environmental Protection Agency
Program Accounting & Analysis Section
P.O. Box 70753
Chicago, IL 60673

Debtor shall simultaneously transmit a copy of the check(s) to:

Director, Superfund Division
U.S. EPA Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3590.

Payments shall be designated as "Response Costs - Lockformer Site" and shall reference Met-Coil's name and address, the U.S. EPA site identification number B5Y5, and the docket number of this proceeding (03-12676). The total amount to be paid by the Debtor pursuant to this Paragraph shall be deposited in the Lockformer Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Lockformer Site or Lockformer Off-Site Areas (with respect to contaminants which allegedly have migrated or are migrating from the Lockformer Site), or to be transferred by U.S. EPA to the EPA Hazardous Substance Superfund.

7. Without limiting Paragraphs 3 through 5 herein, only the amount of cash received by U.S. EPA from the Debtor under this Settlement Agreement for the allowed EPA Claim and the allowed EPA Administrative Claim shall be credited by U.S. EPA to its account for the Lockformer Site, which credit shall reduce the liability of non-settling potentially responsible parties to U.S. EPA for the Lockformer Site by the amount of the credit.

COMPLIANCE WITH UNILATERAL ADMINISTRATIVE ORDER

8. The Debtor acknowledges the continuing applicability of Unilateral Administrative Order No. V-W-'02-665 to it during and subsequent to its reorganization under

the Bankruptcy Code. Met-Coil shall maintain compliance with the UAO and acknowledges the continuing applicability to it of any provisions stated therein. As stated in the Plan of Reorganization, the Debtor shall complete its remediation of the Lockformer Site. Such remediation shall be conducted and completed in accordance with the terms and provisions of the UAO.

9. U.S. EPA does not anticipate taking response actions with respect to the activities to be conducted by the Debtor relating to the Lockformer Off-Site Areas under the Debtor's consent order with the State of Illinois as entered by the DuPage County Court on July 26, 2004, as amended and as may be amended from time to time, as long as the Debtor remains in compliance with that consent order.

**COVENANT NOT TO SUE, RESERVATION OF RIGHTS,
AND CONTRIBUTION PROTECTION**

10. In consideration of all of the foregoing, including, without limitation, the payments that will be made by the Debtor under the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 13 and 14 below, the United States on behalf of U.S. EPA covenants not to bring a civil action or take administrative action against the Debtor pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607 for response costs incurred by the United States prior to the Effective Date with respect to the Lockformer Site. These covenants not to sue are conditioned upon the complete and satisfactory performance by the Debtor of its obligations under this Settlement Agreement. These covenants not to sue shall take effect on the Settlement Effective Date.

11. These covenants not to sue extend only to the Debtor and do not extend to any other person; provided, however, that these covenants not to sue (and the reservations thereto) shall also apply to: (i) Mestek; (ii) Formtek; (iii) the successors and assigns of the Debtor, Mestek, and Formtek, but only to the extent that the alleged liability of the successor or assign is based on the alleged liability of the Debtor, Mestek, or Formtek; and (iv) the officers, directors, members, and managers of the Debtor, Mestek, and Formtek, but only to the extent that the alleged liability of the director, officer, member or manager is based on said person's status as a director, officer, member or manager of the Debtor, Mestek, or Formtek, or as a result of conduct within the scope of such person's or party's employment or authority.

12. The covenant not to sue contained in Paragraph 10 of this Settlement Agreement extends only to the Debtor and the persons described in Paragraph 11 above and does not extend to any other person. Nothing in this Settlement Agreement is intended as a covenant not to sue or a release from liability for any person or entity other than the United States, the Debtor, and the persons described in Paragraph 11. The United States and the Debtor expressly reserve all claims, demands and causes of action, either judicial or administrative, past, present or future, in law or equity, which the United States or the Debtor may have against all other persons, firms, corporations, or entities for any matter arising at or relating in any manner to the sites or claims addressed herein.

13. The United States reserves, and this Settlement Agreement is without prejudice to, all rights against the Debtor, Mestek and Formtek with respect to all matters not expressly included within the United States' covenant not to sue in Paragraph 10. The United States

reserves, and this Settlement Agreement is without prejudice to, all rights against the Debtor, Mestek and Formtek with respect to all other matters, and specifically with respect to:

- (i) claims based on a failure by the Debtor to meet a requirement of this Settlement Agreement;
- (ii) liability arising from the past, present, or future disposal, release, or threat of release of waste material outside of the Lockformer Site (excluding any liability for response costs incurred by the United States prior to the Effective Date relating to the Lockformer Off-Site Areas);
- (iii) liability based upon the Debtor's ownership or operation of the Lockformer Site after the Effective Date, or upon the Debtor's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of waste material at or in connection with the Lockformer Site after the Effective Date;
- (iv) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; and
- (v) criminal liability.

Nothing in this paragraph abrogates or diminishes any discharge of the Debtor or other person in connection with the Plan of Reorganization.

14. Nothing in this Settlement Agreement shall be deemed to (i) limit the authority of the United States to take response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable law or regulation, or (ii) alter the applicable legal principles governing

judicial review of any action taken by the United States pursuant to that authority. Nothing in this Settlement Agreement shall be deemed to limit the information gathering authority of the United States under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable federal law or regulation, or to excuse the Debtor from any disclosure or notification requirements imposed by CERCLA or any other applicable federal law or regulation.

15. With regard to all existing or future third-party claims for contribution against the Debtor, Mestek, Formtek or the persons described in paragraph 11 for matters addressed in this Settlement Agreement, the Debtor, Mestek, Formtek and the persons described in paragraph 11 are entitled to such protection from contribution actions or claims as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). The "matters addressed" in this Settlement Agreement are all response actions taken and to be taken and all response costs incurred or to be incurred by the United States, the Debtor, Mestek, Formtek or any other person with respect to the Site, except those matters as to which the United States has reserved its rights in paragraph 13.

16. The Debtor, Mestek and Formtek agree that with respect to any suit for contribution brought against any of them after the Settlement Effective Date for matters related to this Settlement Agreement, the affected party will make reasonable efforts to notify the United States within fifteen business days of service of the complaint upon it. In addition, in connection with such suit, the affected party shall make reasonable efforts to notify the United States within fifteen business days of service or receipt of any Motion for Summary Judgment and within fifteen business days of receipt of any order from a court setting a case for trial.

17. The Debtor, Mestek, and Formtek hereby covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to the Lockformer Site or this Settlement Agreement, including, but not limited to:

- (i) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, 9613, or any other provision of law;
- (ii) any claims against the United States, including any department, agency or instrumentality of the United States, under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607, 9613, related to the Lockformer Site; or
- (iii) any claims arising out of response actions at or in connection with the Lockformer Site, including any claim under the United States Constitution, any state constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law.

These covenants not to sue shall not apply in the event that the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 13 (ii)-(iv), but only to the extent that the Debtor's, Mestek's or Formtek's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation. Nothing in this Settlement Agreement shall be deemed to constitute

preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

18. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not identified in this Settlement Agreement.

LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

19. This Settlement Agreement shall be lodged with the Bankruptcy Court for a period of not less than thirty days for public notice and comment following notice of the Settlement Agreement in the Federal Register. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Settlement Agreement disclose facts or considerations which indicate that the Settlement Agreement is inappropriate, improper, or inadequate.

20. This Settlement Agreement shall further be subject to approval by the Bankruptcy Court under Bankruptcy Rule 9019. Following the thirty-day public notice and comment period referenced in Paragraph 19, the Debtor shall promptly seek approval of this Settlement Agreement pursuant to Bankruptcy Rule 9019.

21. If for any reason the Settlement Agreement is (i) withdrawn by the United States as provided in Paragraph 19 or (ii) not approved by the Bankruptcy Court: (a) this Settlement Agreement shall be null and void and the parties shall not be bound hereunder; (b) the parties shall have no liability to one another arising out of or in connection with this Settlement Agreement; (c) this Settlement Agreement shall have no residual or probative effect or value, and it shall be as if it had never been executed; and (d) this Settlement Agreement, any

statements made in connection with settlement discussions, and any documents prepared in connection herewith may not be used as evidence in any litigation between the parties.

22. The Debtor and the United States shall not take any action in the bankruptcy case that is inconsistent with the terms and provisions of this Settlement Agreement.

NOTICES AND SUBMISSIONS

23. Whenever, under the terms of this Settlement Agreement, written notice is required to be given, or a report or other document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below via U.S. certified mail, return receipt requested, unless those individuals or their successors give notice of a change of address to the other parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Except as otherwise provided in this Settlement Agreement, written notice as specified herein shall constitute complete satisfaction of any written notice requirement in the Settlement Agreement with respect to the United States and the Settling Parties, respectively.

As to the United States:

Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
1425 New York Ave. NW
Washington, DC 20005
Ref. DOJ File No. 90-11-3-08219

and

Office of Regional Counsel
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604
Attn.: Lockformer Site Attorney

As to Met-Coil, Mestek and Formtek:

Met-Coil Systems, LLC
Attn.: Charles F. Kuoni, III
711 Ogden Avenue
Lisle, IL 60532

and

Deutsch, Levy & Engel
225 W. Washington Street
Suite 1700
Chicago, IL 60606
Attn.: Karen Kavanagh Mack, Esq.

and

Goldberg, Kohn, Bell, Rosenbloom & Moritz, Ltd.
55 E. Monroe, Suite 3700
Chicago, IL 60603
Attn.: Ronald Barliant, Esq.

and

J. Nicholas Filler, Esq.
Mestek, Inc.
260 Elm Street
Westfield, MA 01085

and

Sean W. Bezark, Esq.
Nancy A. Peterman, Esq.
Greenberg Traurig LLP
77 W. Wacker Drive, Suite 2500
Chicago, IL 60601

MISCELLANEOUS

24. This Settlement Agreement shall constitute the sole and complete agreement of the parties hereto with respect to the matters addressed herein. This Settlement Agreement may not be amended, modified or supplemented, in whole or in part, without the prior written consent of the parties hereto and the approval of the Bankruptcy Court.

25. This Settlement Agreement does not constitute an admission by the Debtor of any violation of any federal or state statute or regulation, or of any fact, condition, circumstance, violation of law, or standard of liability in law or equity arising out of or in any way related to the UAO, the EPA Claim, or the EPA Administrative Claim. This Agreement is being entered into solely to settle and compromise any and all disputes among the parties, within the scope of the Settlement Agreement. Neither this Settlement Agreement nor any settlement discussions shall be admissible in any proceeding, whether by claim or defense, as evidence or an admission of anything, except in a proceeding to enforce the provisions of this Settlement Agreement.

26. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed originals.

27. The parties hereto shall be responsible for their own attorneys' fees with respect to the negotiation and drafting of this Settlement Agreement.

RETENTION OF JURISDICTION

28. The Bankruptcy Court shall retain jurisdiction over the subject matter of this Settlement Agreement and the parties hereto for the duration of the performance of the terms and provisions of this Settlement Agreement for the purpose of enabling either of the parties to apply

to the Bankruptcy Court at any time for such further order, direction and relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement or to effectuate or enforce compliance with its terms.

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR THE UNITED STATES OF AMERICA:

Date: 11/1/04

By: W. BENJAMIN FISHEROW
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

JEFFREY A. SPECTOR
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

Settlement Agreement between the United States and Met-Coil Systems, LLC (f/k/a Met-Coil Systems Corporation) in In re Met-Coil Systems, LLC (f/k/a Met-Coil Systems Corporation), Case No. 03-12676 (Bankr. D. Del.).

FOR THE UNITED STATES OF AMERICA:

Date: _____

By: _____

RICHARD C. KARL
Acting Director
Superfund Division
U.S. Environmental Protection Agency
Region 5
77 W. Jackson Blvd.
Chicago, IL 60604-3590

THOMAS KRUEGER
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 5
77 W. Jackson Blvd.
Chicago, IL 60604-3590

Settlement Agreement between the United States and Met-Coil Systems, LLC (f/k/a Met-Coil Systems Corporation) in In re Met-Coil Systems, LLC (f/k/a Met-Coil Systems Corporation), Case No. 03-12676 (Bankr. D. Del.).

FOR THE DEBTOR:

MET-COIL SYSTEMS, LLC
(f/k/a MET-COIL SYSTEMS CORPORATION)

Date: October 26, 2004

By: _____

Its: President & CEO

THE UNDERSIGNED PERSON signs this Settlement Agreement for the sole purpose of assenting to its covenants:

FOR MESTEK, INC.:

Date: _____

By: _____

Its: _____

THE UNDERSIGNED PERSON signs this Settlement Agreement for the sole purpose of assenting to its covenants:

FOR FORMTEK, INC.:

Date: _____

By: _____

Its: _____